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BEFORE THE ARIZONA CORPORATION COMMISSION

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Commissioner

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IN THE MATTER OF THE APPLICATION)	DOCKET NO. T-04282A-06-0161
OF ACC TELECOMMUNICATIONS, LLC)	T-20448A-06-0161
FOR APPROVAL OF ASSIGNMENT OF)	T-20449A-06-0161
ASSETS TO TIME WARNER NY CABLE)	
LLC, AND TIME WARNER CABLE)	NOTICE OF COMPLIANCE FILING
INFORMATION SERVICES (ARIZONA),)	
LLC, DBA TIME WARNER CABLE)	
)	

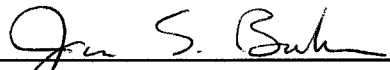
Time Warner NY Cable LLC and Time Warner Cable Information Services (Arizona), LLC hereby submit the attached tariff which conforms with the tariffs currently on file for ACC Telecommunications, LLC dba Adelphia. This filing complies with ordering paragraph 3 (page 9) of Decision No. 68824.

In compliance with ordering paragraph 6 (page 9) of Decision No. 68824, Time Warner Cable Information Services (Arizona), LLC hereby provides the name, address telephone number and email address of its complaint contact person for Arizona customers:

Gary Wengrofsky
Administrator, Legal Affairs
Time Warner Cable, Law Dept.
290 Harbor Drive
Stamford, CT 06902
Voice: 203.351.2147
Fax Via E-Mail: 704.973.6228
Fax: 203-328-4042
Email address: Gary.wengrofsky@twcable.com

Respectfully submitted this 10th day of July, 2006.

OSBORN MALEDON PA

By 
Joan S. Burke
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Phoenix, Arizona 85012
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Attorney for Time Warner NY Cable
LLC and Time Warner Cable
Information Services (Arizona), LLC

Original and seventeen (17) copies of
the foregoing filed this 10th day of
July, 2006, with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Copies of the foregoing mailed this
10th day of July, 2006, to:

Ernest G. Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Teena Wolfe
Administrative Law Judge
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Brenda Wendt

TIME WARNER CABLE INFORMATION SERVICES (ARIZONA), LLC
doing business as TIME WARNER CABLE
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF ARIZONA

**This tariff is on file with the Arizona Corporation Commission, and copies may be inspected,
during normal business hours, at the Company's principal place of business at
290 Harbor Drive, Stamford, CT 06902**

Issued: July __, 2006

Effective: July __, 2006

Issued By: Julie Y. Patterson, Secretary
Time Warner Cable Information Services (Arizona), LLC
290 Harbor Drive
Stamford, CT 06902

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CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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10	Original	36	Original	61	Original
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12	Original	38	Original	63	Original
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By: Julie Y. Patterson, Secretary
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1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in the location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
S	-	To signify reissued matter.
T	-	To signify a change in text but no change in rate or regulation.

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2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this Tariff.

Application for Service

An application that includes all pertinent billing, technical and other descriptive information which will enable the Carrier, TWCIS (Arizona), LLC d/b/a Time Warner Cable, to provide the specified communications services.

Authorized User

A person, firm or corporation that is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Bit

The smallest unit of information in a binary system of notation.

Carrier

Time Warner Cable Information Services (Arizona), LLC d/b/a Time Warner Cable ("TWCIS"), also referred to as Time Warner Cable or Company.

Carrier's Point of Presence

Location of Carrier's terminals in each location used to originate or terminate interexchange transmissions.

Channel or Circuit

A communications path between two or more points having a transmission speed specified in this Tariff.

Channel Termination

Channel Termination provides for a standard interface arrangement that includes the technical characteristics, facilities, and signaling capability (if any) associated with the type of service provided.

2. DEFINITIONS (Cont'd)

Commission

The Arizona Corporation Commission.

Company

Time Warner Cable Information Services (Arizona), LLC d/b/a Time Warner Cable ("TWCIS"), the issuer of this Tariff, unless the context clearly indicates otherwise.

Customer

The person, firm or corporation which orders service and which is responsible for the payment of charges and ensuring compliance with the Company's regulations.

Dedicated

A facility or equipment system or subsystem committed to the sole use of a specific customer.

Data

The term "Data" denotes the representation of information as characters that are in a digital or analog form.

Demarcation Point

The point of demarcation and/or interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or wiring located at a subscriber's presence.

DS-1

Digital Signal Level 1 service; a 1.544 Mbps signal.

DS-3

Digital Signal Level 3 service, a 44.736 Mbps signal.

2. DEFINITIONS (Cont'd)

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Expedite

A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Carrier's standard service interval, upon request by a Customer.

Gbps

Gigabits per second; billions of bits per second

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Interruption

A condition whereby the service or portion of the service is inoperative, beginning at the time of notice by the Customer to Carrier that such service is inoperative, and ending at the time of restoration.

Intrastate Access Service

A two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises in the state, used to originate and terminate calls.

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2. DEFINITIONS (Cont'd)

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No 4.

Mbps

Megabits per second; millions of bits per second.

Multiplexing

The sequential combining of multiple lower bit rate services onto a higher bit rate service for more efficient facility capacity usage, or vice versa ("muxing").

Custom Multiplexing

The multiplexing or preparation of traffic for transport on Carrier's network that at non-standard rates, such as 10 mb, or 16 mb.

Network

The Company's facilities, equipment and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Arizona.

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2. DEFINITIONS (Cont'd)

Non-recurring Charges

Any charge assessed on a one-time basis, such as charges to initiate and establish service.

POP – Point of Presence

The interconnection location of an interstate service provider.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer uses the service or facility.

Service Order

A written request for dedicated services that is executed by the Customer and the Company and which appears in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff. The duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company may require that the Customer submit a Service Order.

Shared

A facility, equipment system or subsystem which several Customers can simultaneously use.

2. DEFINITIONS (Cont'd)

User

A customer, joint user, or any other person authorized by a customer to use services provided under this Tariff.

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3. APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Arizona.

3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Arizona.

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

Company provides all services subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising from either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities remain subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments and inspections as it deems at its own sole discretion to be necessary to maintain the Company's facilities in satisfactory operating condition. Company is not obligated to credit to the customer any interruption allowance for the period during which the Company makes such tests, adjustments or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Customer-provided station equipment at the Customer's premises that is intended for use in conjunction with the service shall be constructed, maintained and operated in a manner that is compatible with the Company's facilities.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. When such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

Subject to the agreement of the Company and to all of the provisions of this Tariff, the Company may undertake special construction of facilities upon the customer's reasonable request. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities to be constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction (Cont'd)

- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

4. REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's services and offerings for resale and/or for shared use to file with the Company a letter confirming that such use of the Company's offering will at all times comply with applicable laws, regulations, policies, orders and decisions.
- C) The Company may require a Customer to terminate immediately its transmissions if such transmissions are causing interference to others.
- D) A Customer, joint user or authorized user may not assign or transfer in any manner the service or any rights associated with the service without prior notice to and written consent from the Company. The Company may permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services and the transfer is otherwise deemed acceptable to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff shall limit or expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer and at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connection with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user or joint user.

4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment (Cont'd)

- B) The customer or other authorized user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this Tariff.

4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

The Company will not require a Customer to make an advance payment and/or prepayments.

4.5.2 Deposits

The Company will not require a Customer to make a deposit.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the Customer by the Company. The Company's bills and billing processes will comply with the state Commission rules.

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

B) The Company shall present invoices for recurring service charges monthly to the Customer, in advance of the month in which the corresponding services are provided. Such recurring charges shall be due and payable within 30 days after the date appearing on the invoice. When charges are based upon customer's usage of a service, such charges will be billed monthly for the preceding billing period.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- C) When service does not begin on the first day of the month or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a *pro rata* basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent per month.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer; provided, however, that a Customer should contact the Company as soon as possible after receiving a bill upon discovery of a billing error.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute and which are accepted by the Customer are final and constitute full satisfaction, settlement and compromise of all of the Customer's claims for the billing period for which Company issued the adjustment or refund.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer, upon discovering a billing error and reporting it as soon as possible to the Company, may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount. Billing disputes should be directed to:

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- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Arizona Corporation Commission
Consumer Services Section
1200 W. Washington Street
Phoenix, AZ 85007

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Discontinuance of service shall be in accordance with the rules and regulations of the Arizona Corporation Commission.
- B) The Company reserves the right to limit the duration of a connection or the provision of service when necessary because of a shortage of service components caused by emergency conditions as defined under the rules and regulations of the Arizona Corporation Commission.
- C) The Company may suspend service without notice if it deems such action necessary to protect the public, Company personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Company may suspend service after notice to the Customer of noncompliance with any provision of this tariff is such noncompliance remains uncorrected for thirty (30) days following Customer's receipt of notice.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- D) In the event that any bill rendered or any deposit required is not paid when due, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Company may bill the Customer a connection charge as well as any payment due and any applicable deposits upon reconnection.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.5 Notice to Company for Cancellation of Service

Contract customers (*i.e.*, not month-to-month Customers) desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service or the notice required under the Customer's contract.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after Company receives such overpayment.

4.6.7 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then the Company does incur such expenses. Expenses may include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to costs actually incurred, less net salvage.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.2 Limitations of Allowances (Cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

4.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.1 Termination Liability

For contract Customers (*i.e.*, not month-to-month Customers), Customer's termination liability for cancellation of service shall be equal to, unless otherwise specified in the contract:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

4. REGULATIONS (Cont'd)

4.8 Cancellation of Service/Termination Liability (Cont'd)

4.8.1 Termination Liability (Cont'd)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.1 Unauthorized Use of the Network (Cont'd)

B) The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plan, as designated herein. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services requiring special construction or arrangements will be negotiated on an Individual Case Basis ("ICB").

5.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

a) Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

b) Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services. Technical publications are available for review by the Customer upon request.

5.3.1 DS-1 Service

- A) DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Megabits per second (Mbps) data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.
- B) DS-1 Service provides for the simultaneous two-way transmission of a serial, bi-polar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 Mbps.
- C) DS-1 Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, special construction charges may apply.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.2 DS-3 Service

- A) DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Megabits per second (Mbps) data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment ("OLTE") located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis ("ICB").

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.2 DS-3 Service (Cont'd)

- B) DS-3 Service is a two-point dedicated service that provides for simultaneous two-way transmission of serial, isochronous digital signals at a terminating bit rate of 44.736 Mbps. The service is available in a point-to-point configuration.
- C) DS-3 Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, special construction charges may apply.

5.3.3 Multiplexing Services

Multiplexing Service may be provided upon request.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 Ethernet Service

A) Description. Ethernet Service is a service which provides the transmission of data at a discrete bit rate of 10 mbps, 100 mbps, and 1 Gbps, in Ethernet format. This service can be used to connect customer-designated premises in a Node-to-Node configuration. Within a single network, one or more channels may be provided.

Ethernet Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with Ethernet Service include LAN-to-LAN connectivity, CAD/CAM file transfer, telemedicine and business continuity transport.

B) Terms and Conditions. In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to Ethernet Service:

- 1) The customer provided equipment ("CPE") must deliver the data signal for the Ethernet transport within the industry specification for the subscribed data service.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 Ethernet Service (Cont'd)

B) Terms and Conditions (Cont'd)

- 2) Ethernet Service provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.
- 3) Ethernet Service designed to provide connectivity at the discrete bit rate of 10 mbps, 100 mbps, 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
- 4) Ethernet Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
- 5) Node terminations are not allowed in Company wire centers.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 Ethernet Service (Cont'd)

B) Terms and Conditions (Cont'd)

- 6) Repeaters (circuit regenerators) will be located as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).
- 7) Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. Route diversity is only available to customers with service installed after September 24, 2003.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 Ethernet Service (Cont'd)

- C) Standard Features. All basic service configurations provide full duplex transmission. There is one type of Ethernet Service configuration: Node-to-Node Service. A Node-to-Node configuration connects two customer-designated premises either inter- or intra-wire center. The customer provided equipment (CPE) must deliver the data signal for the Ethernet transport within the industry specification for the subscribed data service.

Service elements are:

- Node Termination (two applicable)
- Wire Center Termination (two applicable) (where applicable)
- Repeater (where required) (where applicable)

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 Ethernet Service (Cont'd)

D) Optional Features. Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. End-to-end diversity can be achieved by coupling Alternative Wire Center Diversity with Inter-Wire Center Diversity. Ethernet Service offers the following diversity options:

- Local Channel Diversity

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center ("SWC") that is diverse from the normal/standard transmission path. Local Channel Diversity requires two Ethernet Services be purchased by the same customer of record. With this arrangement, one or more node termination channels will be provisioned over the standard route and one or more node termination channels will be provisioned over the diverse route. Local channel diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories

The following rate categories may apply to Carrier's Services.

a) Local Distribution Channel

The Local Distribution Channel provides interconnection between the Company Point of Presence and the customer.

b) Channel Mileage

Channel Mileage provides for the transmission facilities between two customer designated premises.

c) Channel Mileage Termination

Channel Mileage termination provides for the termination of transmission facilities between two customer designated premises.

d) Repeater

A repeater (circuit regenerator) may be used to extend the transmission of Ethernet Service. The Company will determine when repeaters are necessary.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories (Cont'd)

e) Node Termination

Provides for the communications path between the customer-designated premises and the serving wire center of that premise, or between two customer-designated premises.

f) Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services that may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent performance characteristics that may be obtained through various means, including certain combinations of equipment.

g) Extraordinary Charges

From time to time, Customer may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories (Cont'd)

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the state Commission as necessary prior to the provision of such service.

h) Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to customers that subscribe to substantial volumes of Carrier's services.

i) Term Discounts

Company may offer to Customers discounts for executing agreements that remain in effect for a definite period of time, as specified in this Tariff.

5.5 Application of Rate Elements

The rate elements described in Section 5.4 of this Tariff will be applied as follows:

a) Point-To-Point Services

- Local Distribution Channel (when applicable)
- Channel Mileage Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.5 Application of Rate Elements (Cont'd)

b) Multipoint Services

- Local Distribution Channel (when applicable)
- Channel Mileage Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.6 Regulations and Computations of Mileage

- a) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- b) All times refer to local time.
- c) All inter-city services are rated according to the mileage between the Carrier's Point of Presence ("POP") in each city.
- d) Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. To determine the airlines distance between any two locations, proceed as follows:
 - (i) Utilize the "V" and "H" coordinates for each Customer designated location.
 - (ii) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - (iii) Square each difference obtained in step (ii) above.
 - (iv) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
 - (v) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.7 Contract Rates - Special Pricing Arrangements - ICB

- a) In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- b) In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.8 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six (6) years after the service was rendered.

5.9 Taxes

a) Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

5.10 [Reserved]

5.11 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the state Commission if required by, and subject to applicable law, except if the promotion is to reduce rates.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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6. RATES

6.1 DS-1 Service

a) Service Elements.

Description	Nonrecurring Charge
Administrative Charge - per order	\$ 60.00
Design and Central Office Connection Charge - per circuit	\$ 144.00
Customer Connection Charge - per termination	\$ 285.00

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6. RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

a) Service Elements (Cont'd)

Description	Monthly Rate
Local Distribution Channel – per point of termination	\$ 150.00
Description	Nonrecurring Charge
Channel Mileage Termination – per point of termination	\$ 285.00
Description	Monthly Rate
Channel Mileage – per mile	
Mileage Bands	
Over 0 to 8 miles	
– Fixed	\$ 150.00
– Per mile	11.00
Over 8 to 25 miles	
– Fixed	200.00
– Per mile	15.00
Over 25 to 50 miles	
– Fixed	250.00
– Per mile	17.00
Over 50 miles	
– Fixed	250.00
– Per mile	17.00

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6. RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

b) Payment Plans.

Month-to-Month. DS-1 Service is available on a month-to-month basis.

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6. RATES (Cont'd)

6.2 DS-3 Service

a) Service Elements.

Description		Nonrecurring Charge
Administrative Charge		
	per order	\$60.00
Design and Central Office Connection Charge		
-	per circuit	\$456.00
Customer Connection Charge		
-	per termination	\$800.00

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6. RATES (Cont'd)

6.2 DS-3 Service (Cont'd)

a) Service Elements (Cont'd)

Description	Monthly Payment Term Payment Plans	
	Nonrecurring Charge	Monthly Rate
Local Distribution Channel		
- Channel termination, per point of termination		
Electrical Interface		
• Capacity of 1	\$ 545.00	\$ 1,244.03
• Capacity of 2	\$ 545.00	2,027.30
- Per DS3	--	167.71
• Capacity of 3	\$ 545.00	2,312.97
- Per DS3	--	139.15
• Capacity of 6	\$ 545.00	3,598.46
- Per DS3	--	87.54
• Capacity of 9	\$ 545.00	5,224.91
- Per DS3	--	84.78
• Capacity of 12	\$ 545.00	6,897.43
- Per DS3	--	84.78
• Capacity of 24	\$ 545.00	13,126.77
- Per DS3	--	84.78
• Capacity of 36	\$ 545.00	17,181.37
- Per DS3	--	101.37

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6. RATES (Cont'd)

6.2 DS-3 Service
(Cont'd)

a) Service
Elements (Cont'd)

Description	Nonrecurring Charge	Monthly Rate
Channel Mileage		
- per mile		
Mileage Bands		
Over 0 to 8 miles		
- Fixed	605.00	573.17
- Per mile	--	49.89
Over 8 to 25 miles		
- Fixed	605.00	575.94
- Per mile	--	34.10
Over 25 to 50 miles		
- Fixed	605.00	580.55
- Per mile	--	49.74
Over 50 miles		
- Fixed	605.00	600.82
- Per mile	--	56.37

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6. RATES (Cont'd)

6.2 DS-3 Service (Cont'd)

b) Payment Plans.

Term Payment Plan. DS-3 Service is only available to customers on a twelve month plan. After the minimum period is satisfied, the monthly extension price will apply unless a new twelve month plan is selected.

c) Termination Charges

Termination Charges will apply to service terminated prior to the contracted period.

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6. RATES (Cont'd)

6.3 Ethernet Service

a) Service Elements

Description	Nonrecurring Charge
Administrative, Design and Central Office Connection and Customer Connection Charges - per service order	60,000.00 to 75,000.00 per site, subject to construction and equipment costs

Description	Monthly Recurring Charge, Term Payment Plans
1 Gigabit Ethernet Managed Service with Adelphia owning all equipment	550.00 to 1000.00 per site

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6. RATES (Cont'd)

6.5 Ethernet Service (Cont'd)

a) Service Elements (Cont'd)

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6. RATES (Cont'd)

6.5 Ethernet Service (Cont'd)

b) Payment Plan

- Term Payment Plans

Ethernet Service is only available under the Term Payment Plan (TPP) whereby customers must select a 5 year contract term. After the Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected.

- Term Payment Plans

Termination Charges will apply to service terminated prior to the contracted period.

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